

EXHIBIT A

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

ARDENT COMPANIES, INC., a Louisiana corporation; and DOES 1
through 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

EDGAR OROZCO, an individual, for himself and those similarly
situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
2/23/2018 12:12 PM
By: Terri Chavez, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Santa Barbara County Superior Court
1100 Anacapa Street, Santa Barbara, CA 93101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Michael A. Strauss, Esq. - Strauss & Strauss, APC, 121 N. Fir St., Ste. F, Ventura, CA 93001; (805) 641-6600

CASE NUMBER:
(Número del Caso) 18CV00925

DATE: 2/23/2018
(Fecha)

Clark, by /s/ Terri Chavez
(Secretaria)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

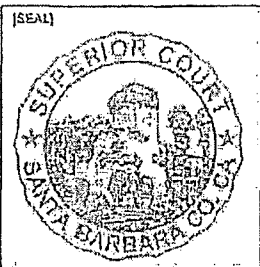
NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Ardent Companies Inc. a Louisiana Corporation**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

4. ☒ other (specify):
5. ☒ by personal delivery on (date): **3/5/18**



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael A. Strauss - SBN 246718; Aris E. Karakalos - SBN 240802 Strauss & Strauss, APC 121 N. Fir Street, Ste. F Ventura, CA 93001 TELEPHONE NO.: (805) 641-6600 FAX NO.: (805) 641-6607 ATTORNEY FOR (Name): Plaintiff and the Putative Class		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Santa Barbara Darrel E. Parker, Executive Officer 2/23/2018 12:12 PM By: Terri Chavez, Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Barbara STREET ADDRESS: 1100 Anacapa Street MAILING ADDRESS: CITY AND ZIP CODE: Santa Barbara, CA 93101 BRANCH NAME: Anacapa			
CASE NAME: Edgar Orozco v. Ardent Companies, Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)		<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
<input type="checkbox"/> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 18CV00925	
		JUDGE: DEPT:	

Items 1-8 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23) Non-P/PI/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/D/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Four (4)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 23, 2018

Aris E. Karakalos

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PUPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PUPD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PUPD/WD

Non-PUPD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PUPD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case types listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition


SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: 1100 Anacapa Street CITY AND ZIP CODE: Santa Barbara CA 93101 BRANCH NAME: Anacapa	FOR COURT USE ONLY FILED SUPERIOR COURT of CALIFORNIA COUNTY of SANTA BARBARA 02/26/2018 Darrel E. Parker, Executive Officer BY <u>Chavez, Terri</u> Deputy Clerk
CAPTION: Edgar Orozco vs Ardent Companies Inc	CASE NUMBER: 18CV00925
ORDER AND NOTICE OF CASE ASSIGNMENT; NOTICE OF CASE MANAGEMENT CONFERENCE	

The above case is hereby assigned to Judge Colleen K Sterne for ALL purposes, including trial. All future matters, including ex-parte matters, are to be scheduled with the assigned judge. Counsel shall include the name of the assigned judge in the caption of every document filed with the court. The above-entitled case is hereby ordered set for:

Case Management Conference on 06/25/2018 at 8:30 AM in SB Dept 5 at the court address above.

PLAINTIFF SHALL GIVE NOTICE of this assignment to ALL parties brought into the case, including but not limited to defendants, cross-defendants and intervenors. A Proof of Service of this ORDER & NOTICE OF CASE ASSIGNMENT is to be filed with the Court within five (5) working days after service. Failure to give notice and file proof thereof or failure to appear may result in the imposition of sanctions. Pursuant to California Rule of Court 3.725, no later than fifteen (15) calendar days before the date set for the Case Management Conference, each party must file a Case Management Statement (Judicial Council form CM110). In lieu of each party filing a separate Case Management Statement, any two or more parties may file a joint statement.

At the Court's discretion counsel, parties and insurance representatives (if any) with full settlement authority may be required to attend a CADRe Information Meeting within ten (10) days of the Conference date.



Dated: 2/26/2018

Judge of the Superior Court
 Michael Carrozzo

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this action and that a true copy of the foregoing was mailed first class, postage prepaid, in a sealed envelope addressed as shown, and that the mailing of the foregoing and execution of this certificate occurred at (place): Santa Barbara, California on: 02/26/18.

Michael A Strauss
 Strauss & Strauss APC
 121 N Fir St Ste F
 Ventura CA 93001

Darrel E. Parker, Executive Officer

By

Terri Chavez

Deputy Clerk

ELECTRONICALLY FILED
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5 Telephone: (805) 641.6600
6 Facsimile: (805) 641.6607

7 Attorneys for Plaintiff Edgar Orozco and the Putative Class

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA BARBARA

10
11 EDGAR OROZCO, an individual, for
12 himself and those similarly situated,

13 Plaintiff,

14 v.

15 ARDENT COMPANIES, INC., a Louisiana
16 corporation; and DOES 1 through 100,
17 inclusive,

18 Defendants.
19
20
21
22

Case No. 18CV00925

PUTATIVE CLASS ACTION

**COMPLAINT;
DEMAND FOR JURY TRIAL**

23 TO ALL INTERESTED PARTIES HEREIN AND TO THEIR ATTORNEYS OF
24 RECORD:

25 COMES NOW, Plaintiff EDGAR OROZCO ("Plaintiff"), individually and on behalf of
26 all other similarly situated current and former employees of Defendants ARDENT
27 COMPANIES, INC., a Louisiana corporation doing business in California ("ARDENT"), and
28 Does 1 through 100, and each of them, for legal relief to redress unlawful violations of

1 Plaintiff's rights under California law and the rights of those similarly situated. Plaintiff bring
2 his claims against Defendants as a California statewide class action pursuant to California
3 Code of Civil Procedure section 382.

4 INTRODUCTION

5 1. California wage-and-hour laws apply within its territorial boundaries. *Sullivan*
6 *v. Oracle Corp.*, 51 Cal.4th 1191, 1197. California's wage-and-hour laws apply to work
7 performed in its coastal waters, including waters outside the state's territorial boundaries.
8 *California Tidewater Marine W., Inc. v. Bradshaw*, 14 Cal. 4th 557, 579 (1996). Those same
9 laws apply on oil platforms on the Outer Continental Shelf off the coast of California. *Newton*
10 *v. Parker Drilling Mgmt. Servs., Ltd.*, --- F.3d ---, 2018 WL 706490, *15 (9th Cir. Feb. 5,
11 2018).

12 2. Defendants provide services to drilling operations off the California coast,
13 including on fixed oil platforms on the Outer Continental Shelf. Defendants employ hourly
14 employees who work on these oil platforms and travel between them when necessary.
15 Defendants mandate that these hourly workers perform their work in "hitches," which are
16 multiple-day shifts (varying in length) that begin and end in California and are also spent
17 either on vessels traveling to, back from, or between oil platforms or on the oil platforms
18 themselves.

19 3. The employees' hitches begin on California soil, where the employees wait for a
20 vessel to transport them to an oil platform. While they wait, Defendants mandate that the
21 employees attend safety briefings. The employees board their vessel and travel to an oil
22 platform on the Outer Continental Shelf.

23 4. Some employees travel to and back from their designated platform by helicopter.
24 The process is similar to trips aboard a vessel. The primary difference is the length of the trip.

25 5. Regardless of which method of travel the employees take to their platform, it is
26 impossible for employees to take their own vessel and/or helicopter to reach the platform.
27 They must use the transportation provided by Defendants.

28 //

1 6. During these hourly employees' hitches, they cannot realistically leave their
2 vessel, helicopter, or oil platform. Their confinement ends only upon their return to California
3 soil, when they disembark from the vessel or helicopter.

4 7. California law mandates the payment of wages for every hour worked. *Armenta*
5 *v. Osmose, Inc.*, 135 Cal.App.4th 314, 324 (2005). California employers must also pay
6 overtime premium wages for all hours worked in excess of eight in one day or over 40 in one
7 workweek and double-time premium wages for all hours worked in excess of 12 in one day.
8 Lab. Code § 510(a).

9 8. California law defines "hours worked" as "the time during which an employee is
10 subject to the control of an employer, and includes all the time the employee is suffered or
11 permitted to work, whether or not required to do so." 8 Cal. Code Regs. § 11160(2)(J). "An
12 employee who is subject to an employer's control does not have to be working during that
13 time to be compensated." *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 592 (2000).
14 "'When an employer directs, commands or restrains an employee from leaving the work place
15 ... and thus prevents the employee from using the time effectively for his or her own purposes,
16 that employee remains subject to the employer's control. According to [the definition of hours
17 worked], that employee must be paid.'" *Id.* at 583. An employer cannot exclude sleep time
18 for employees working shifts of 24 hours. *Mendiola v. CPS Sec. Sols., Inc.*, 60 Cal.4th 833,
19 848-49 (2015).

20 9. Defendants violated these key principles of California wage-and-hour law.
21 Defendants' hourly employees were restrained to their workplace for the entirety of their
22 hitches. They could not use the time effectively for their own purposes and always remained
23 subject to Defendants' control. Defendants, in contravention of California law, maintained a
24 policy and practice of paying their hourly employees for twelve hours each day. Defendants
25 maintained a policy whereby it did not pay their hourly employees for controlled stand-by
26 time, typically time spent on the platform between 6 p.m. and 6 a.m. (and relieving employees
27 worked the 6 a.m. to 6 p.m. shift), even though this entire time was on-call time and even
28 though their hourly employees were deprived several freedoms during this time. In short,

1 Defendants violated California law by not treating as compensable hours worked every hour
2 their hourly employees were restrained to the workplace, i.e., on Defendants' vessels and
3 platforms, including sleeping time, and time spent on California soil.

4 10. Plaintiff is one of the hourly employees impacted by Defendants' illegal wage-
5 and-hour policies. He seeks relief on a collective and class-wide basis challenging the
6 unlawful business practices engaged in by Defendants of failing to properly compensate
7 Plaintiff and all others similarly situated for all wages owed, denied meal and rest periods, and
8 various other related penalties under California Labor Code. Plaintiff also seeks equitable
9 relief under the California Unfair Competition Law, Business and Professions Code section
10 17200 *et seq.* (the "UCL"), which is predicated on Defendants' violation of California laws
11 regarding the payment of wages. The UCL claim seeks to obtain disgorgement and restitution
12 of all ill-gotten gains from the unlawful conduct alleged herein and an injunction preventing
13 Defendants from continuing to violate California law.

14 **THE PARTIES**

15 11. At all times herein mentioned, Plaintiff EDGAR OROZCO was an hourly
16 employee of Defendants, working off the coast of and in the State of California, within the last
17 four (4) years as an Electrician.

18 12. Plaintiff stopped working for Defendants in or around May 2016.

19 13. At all times herein mentioned and relevant, Plaintiff was and is an individual
20 residing in Rialto, California, in the County of San Bernardino.

21 14. At all times herein mentioned, Plaintiff is informed and believes and, based on
22 such information and belief, thereon alleges that ARDENT is a Louisiana corporation which
23 maintains offices in Kern County, California, at 4824 Rosedale Lane, #A, Bakersfield,
24 California 93314, and Los Angeles County, California at 1250 E 223rd
25 St, Carson, California 90745

26 15. ARDENT, however, causes its employees to perform work in Santa Barbara
27 County, California, namely on platforms located within the Santa Barbara Channel and on the
28 mainland (Goleta, California, where employees typically embark and disembark during their

1 multi-day hitches on off-shore platforms).

2 16. The true names and capacities, whether individual, corporate, associate,
3 representative or otherwise, of the defendants identified herein as Does 1 through 100,
4 inclusive, are unknown to Plaintiff, who therefore sue these defendants by said fictitious
5 names. Plaintiff will amend this Complaint to allege the true names and capacities of Does 1
6 through 100 when they have been ascertained. Does 1 through 100 are in some manner legally
7 responsible for the wrongs and injuries alleged herein.

8 17. Each of the Defendants acted as the agent or employee of the others and each
9 acted within the scope of that agency or employment.

10 VENUE AND JURISDICTION

11 18. Venue is appropriate in the Santa Barbara County Superior Court because, on
12 information and belief, Defendant conducts business within said County. The unlawful
13 employment practices complained of herein occurred within the State within said County as
14 well as on oil platforms located off the shores of California.

15 19. Further, it is alleged that the unlawful employment practices complained of
16 herein were authorized, approved or otherwise ratified by Defendants, at least in part, within
17 Santa Barbara County, California.

18 20. Defendants cause their employees to perform work in Santa Barbara County,
19 California, namely on platforms located within the Santa Barbara Channel and on the
20 mainland (Goleta, California, where employees typically embark and disembark during their
21 multi-day hitches on off-shore platforms).

22 CLASS ACTION ALLEGATIONS

23 21. Plaintiff brings the causes of action stated herein on his own behalf and on
24 behalf of all persons similarly situated. The class consists of all current and former hourly
25 employees of Defendants, who, at any time within four years from the date of filing of this
26 lawsuit, worked on oil platforms off of the California coast for periods of 24 hours or more
27 (hereinafter the "Putative Class").

28 //

1 22. The Putative Class represents over 25 persons and is so numerous that the
2 joinder of each member of the putative class is impracticable.

3 23. There is a well-defined community of interest in the questions of law and fact
4 affecting the class Plaintiff represents. The Putative Class members' claims against Defendants
5 involve questions of common or general interest, in that each was employed by Defendants,
6 and each was not paid wages owed based on the same failure to compensate for all hours
7 during which they were subject to the control of Defendants, including hours in excess of their
8 scheduled shifts and during meal and rest periods. These questions are such that proof of a
9 state of facts common to the members of the Putative Class will entitle each member to the
10 relief requested in this complaint.

11 24. The members of the Putative Class that Plaintiff represents have no plain, speedy
12 or adequate remedy at law against Defendants, other than by maintenance of this class action,
13 because Plaintiff is informed and believes, and on such information and belief alleges, that the
14 damage to each member of the Putative Class may be relatively small and that it would be
15 economically infeasible to seek recovery against Defendants other than by a class action.

16 25. Plaintiff will fairly and adequately represent the interest of the Putative Class,
17 because Plaintiff is a member of the Putative Class, and Plaintiff's claims are typical of those
18 in the Putative Class.

19 26. Plaintiff is a former employee of Defendants, and was assigned to work on
20 several platforms off the coast of California, but was assigned to stay overnight during his
21 hitches on various platforms located off of California's coast, namely in Santa Barbara
22 County.

23 27. Plaintiff was employed by Defendants during the four years preceding the filing
24 of the Complaint.

25 28. Plaintiff worked as an Electrician.

26 29. Plaintiff was at all relevant times herein alleged paid an hourly rate.

27 30. Plaintiff stopped working for Defendants on or around May 2016.

28 //

1 31. During the employment with Defendants, Plaintiff sometimes worked on an oil
2 platform (or platforms) in the California coastal waters, performing non-exempt work.

3 32. During the employment with Defendants, Plaintiff sometimes worked onshore in
4 California, performing non-exempt work. Each of Plaintiff's hitches (multi-day periods of
5 work) began onshore in California and ended onshore in California.

6 33. Plaintiff typically received pay for only 12 hours each day while on the oil
7 platforms, but nothing for the remaining 12 hours of restricted/controlled stand-by which were
8 also spent on the platforms.

9 34. Plaintiff did not receive compensation for all hours worked on the platform.

10 35. Plaintiff could not reasonably leave the platform during his multi-day shift.

11 36. Plaintiff could not leave the platforms for his meal or rest periods.

12 37. As a consequence of not being able to leave the platform for his meal or rest
13 periods, he would remain subject to Defendant's control, "on duty," and "on call" as those
14 terms are defined under California law. All time subject to an employer's control is
15 compensable, and on-duty and on-call meal and rest periods are not permitted under California
16 law.

17 38. For each on duty meal or rest period, a California employer is required to pay its
18 employees one extra hour of pay at their normal hourly rate (known as a meal or rest period
19 "premium" wage).

20 39. Defendants did not pay Plaintiff one extra hour of pay for each on duty meal
21 period. Nor did Defendants pay Plaintiff an extra hour of pay for each on duty rest period, as
22 required by California law.

23 **FIRST CAUSE OF ACTION**

24 ***Failure to Pay California Overtime and Double-time Premium Wages***

25 **(Action Brought By Plaintiff On Behalf Of Himself**

26 **And the Putative Class Against All Defendants)**

27 40. Plaintiff incorporates by reference and re-alleges each and every one of the
28 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully

1 set forth herein.

2 41. California law requires payment of overtime premium pay for all hours worked
3 by non-exempt employees in excess of eight in one day or 40 hours in one week and for the
4 first eight hours on the seventh-straight day of work in one workweek. Lab. Code § 510; 8
5 Cal. Code Regs. § 11160, subd. 3(A). It further requires payment of double-time premium pay
6 for all hours worked by non-exempt employees in excess of twelve hours in one day or in
7 excess of eight hours on the seventh-straight day of work in a single workweek. Lab. Code §
8 510; 8 Cal. Code Regs. § 11160, subd. 3(A).

9 42. Plaintiff and the Putative Class regularly worked hours for which they were not
10 paid the overtime or double-time premium wages under California law. Defendants violated
11 the California Labor Code's overtime and double-time provisions in numerous respects,
12 including but not limited to the following:

13 a. Failing to compensate Plaintiff and the Putative Class at the proper
14 overtime rate for all hours worked in excess of eight (8) in a workday, forty (40) in a
15 workweek, or on the seventh (7th) straight day in a workweek or at the proper double-time rate
16 for all hours worked in excess of twelve (12) in a workday or in excess of eight (8) on the
17 seventh (7th) straight day of work in a workweek for the following categories of hours
18 worked:

19 i. Time spent on the employer's premises due to the reasonable
20 inability to leave;

21 ii. Time spent on-call on the employer's premises and engaged to
22 wait as those terms are defined by California regulations and case law;

23 iii. Time spent donning, doffing, and retrieving job-related protective
24 gear (such as fire-retardant clothing) before and after working their 12-hour shifts;

25 iv. Time spent "handing off" a shift to the relief employee and/or
26 receiving such a hands off from the employee who was relieved;

27 v. All time spent traveling to and back from shore, including but not
28 limited to time spent waiting for the ship to take them to the platform or back to shore;

1 vi. All time spent responding to alarms and drills or other calls to
2 muster after hours; and

3 vii. To the extent such a claim is not subsumed by the aforementioned
4 situations, time spent sleeping on the employer's premises; and

5 b. Failing to compensate Plaintiff and the Putative Class at the correct
6 overtime rate of pay for overtime hours worked because Defendants failed to include the
7 following in the Putative Class's regular hourly rates of pay:

- 8 i. Compensation for performance-related bonuses;
9 ii. Compensation for meals provided by the employer; and
10 iii. Compensation for lodging provided by the employer.

11 43. Plaintiff and the Putative Class seek such overtime and double-time premium
12 wages owed to them for the three-year period measured backward from the date of the filing of
13 the initial Complaint in this matter. (In the Unfair Competition cause of action stated herein
14 and brought pursuant to the UCL, Plaintiff and the Putative Class seek restitution of unpaid
15 overtime and double-time wages due for the four-year period measured backward from the
16 date of the filing of the initial Complaint in this matter.)

17 44. The exact amount of overtime and double-time premium wages owed will not be
18 fully ascertained until discovery is completed. Until Defendants produce the necessary
19 documents for an accounting, Plaintiff is unable to determine the exact amount of overtime
20 and double-time premium wages owed.

21 45. Plaintiff seeks interest on all overtime and double-time premium wages owed to
22 them for the three-year period measured backward from the date of the filing of the initial
23 Complaint in this matter pursuant to Labor Code section 1194. (In the Unfair Competition
24 cause of action stated herein and brought pursuant to the UCL, Plaintiff and the Putative Class
25 seek interest on all unpaid overtime and double-time wages due for the four-year period
26 measured backward from the date of the filing of the initial Complaint in this matter.)

27 46. Pursuant to Labor Code section 1194, Plaintiff requests the Court to award
28 Plaintiff's reasonable attorney's fees and costs incurred in this action.

SECOND CAUSE OF ACTION

Failure to Provide Lawful Meal and Rest Periods

(Action Brought By Plaintiff On Behalf Of Himself

And the Putative Class Against All Defendants)

47. Plaintiff incorporates by reference and re-alleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

48. California law provides that no employer shall employ any person for a work period of more than five hours without a meal period of not less than 30 minutes. Lab. Code §§ 226.7, 512, 8 Cal. Code Regs. § 11160, subd. 10.

49. Employees are entitled to “a paid 10-minute rest period per four hours of work.” *Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864, 870; 8 Cal. Code Regs. § 11050, subd. 12(A). “State law prohibits on-duty and on-call rest periods. During required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.” *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 385-386 (2016).

50. “If an employer fails to provide an employee a ... meal ... period in accordance with a state law..., the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the ... meal ... period is not provided.” Lab. Code § 226.7; 8 Cal. Code Regs. § 11160, subd. 10.

51. “If an employer fails to provide an employee a ... rest ... period in accordance with a state law..., the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the ... rest ... period is not provided.” Lab. Code § 226.7(c); 8 Cal. Code Regs. § 11160, subd. 10.

52. Defendants have intentionally and improperly denied meal and rest periods to Plaintiff and the Putative Class in violation of Labor Code sections 226.7 and 512 and 8 Cal. Code Regs. § 11160, subd. 10.

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1 53. At all times relevant hereto, Plaintiff and the other members of the Putative
2 Class have worked more than five hours in a workday (and often more than ten, fifteen hours,
3 and twenty hours). At all relevant times hereto, Defendants have failed to provide meal
4 periods for every five-hour work period and to provide rest periods for every four hours of
5 work as required by California law, because Plaintiff and the Putative Class could not
6 reasonably leave the work premises and were not relieved of all duty and subject to their
7 employer's control for their meal and rest periods.

8 54. Plaintiff and the other members of the Putative Class are informed and believe,
9 and based upon that information and belief allege, that Defendants know or should have
10 known that Plaintiff and the Putative Class were entitled to lawful meal and rest periods but
11 purposely elected not to provide these mandated periods.

12 55. Plaintiff seeks meal and rest period premium wages owed to him and the
13 Putative Class for the three-year period measured backward from the date of the filing of the
14 initial Complaint in this matter. (In the Unfair Competition cause of action stated herein and
15 brought pursuant to the UCL, Plaintiff and the Putative Class seek restitution of unpaid meal
16 and rest period premium wages due for the four-year period measured backward from the date
17 of the filing of the initial Complaint in this matter.)

18 56. The exact amount of meal and rest period premium wages owed will not be fully
19 ascertained until discovery is completed. Until Defendants produce the necessary documents
20 for an accounting, Plaintiff is unable to determine the exact amount of meal period premium
21 wages owed.

22 57. Labor Code section 218.6 states, "[I]n any action brought for the nonpayment of
23 wages, the court shall award interest on all due and unpaid wages at the rate of interest
24 specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the
25 date that the wages were due and payable as provided in Part 1 (commencing with Section
26 200) of Division 2." Plaintiff and the Putative Class seek such interest on all meal and rest
27 period premium wages owed to them for the three-year period measured backward from the
28 date of the filing of the initial Complaint in this matter. (In the Unfair Competition cause of

1 action stated herein and brought pursuant to the UCL, Plaintiff and the Putative Class seek
 2 interest on all unpaid meal and rest period premium wages due for the four-year period
 3 measured backward from the date of the filing of the initial Complaint in this matter.)

4 **THIRD CAUSE OF ACTION**

5 ***Unfair Competition***

6 **(Action Brought By Plaintiff On Behalf Of Himself**

7 **And the Putative Class Against All Defendants)**

8 58. Plaintiff incorporates by reference and re-alleges each and every one of the
 9 allegations contained in the preceding and foregoing paragraphs of this Complaint as though
 10 fully set forth herein.

11 59. This cause of action is being brought pursuant to California Business and
 12 Professions Code section 17200 et seq. and California case law including *Cortez v. Purolator*
 13 *Air Filtration Products Co.*, 23 Cal.App.4th 163 (2000).

14 60. It is alleged that Defendants have willfully failed to pay Plaintiff and the Putative
 15 Class, overtime, double-time, meal, and rest period premium wages under California law as
 16 alleged throughout this Complaint. The failure to pay such premium wages constitutes unfair
 17 business practices under California Business and Professions Code section 17200.

18 61. As a result of the conduct of Defendants, Defendants profited from breaking the
 19 law. Plaintiff and the Putative Class seek disgorgement of this unlawfully obtained benefit
 20 (plus interest thereon) for the four-year period measured backward from the date of filing of
 21 the initial Complaint in this matter.

22 62. California Business and Professions Code section 17203, under the authority of
 23 which a restitutionary order may be made, provides:

24 Any person who engages, has engaged, or proposes to engage in
 25 unfair competition may be enjoined in any court of competent
 26 jurisdiction. The court may make such orders or judgments,
 27 including the appointment of a receiver, as may be necessary to
 28 prevent the use of employment by any person of any practice
 which constitutes unfair competition, as defined in this chapter, or
 as may be necessary to restore to any person in interest any money

or property, real or personal, which may have been acquired by means of such unfair competition. Any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure, but these limitations do not apply to claims brought under this chapter by the Attorney General, or any district attorney, county counsel, city attorney, or city prosecutor in this state.

Bus. & Prof. Code § 17203.

63. As a result of the alleged aforesaid actions, Plaintiff and the Putative Class have suffered injury in fact and have lost money as a result of such unfair competition. It is requested that this Court order restitution under the UCL.

64. Plaintiff also seeks an injunction preventing Defendants from continuing to violate California's wage-and-hour laws.

FOURTH CAUSE OF ACTION

(Violation of Labor Code § 203 – Alleged by Plaintiff

Against All Defendants)

65. Plaintiff incorporates by reference and re-alleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as though fully set forth herein.

66. Pursuant to California Labor Code section 203, it is alleged that Defendants have willfully failed to pay without abatement or reduction all of the wages of Plaintiff.

67. Defendants are aware that they owe the wages claimed, yet have willfully failed to make payment.

68. As a result of Defendants willful failure to pay all wages owed at termination, Plaintiff seeks wages and penalties pursuant to Labor Code section 203. According to Labor Code section 203, these penalties consist of up to 30 days of pay for Plaintiff at his regular rate of pay, including overtime.

69. Plaintiff has been available and ready to receive wages owed to him.

70. Plaintiff has never refused to receive any payment, nor has Plaintiff been absent from his regular place of residence.

71. Defendants' failure to pay wages due and owing to Plaintiff as indicated in prior paragraphs was willful. Defendants have knowingly refused to pay any portion of the amount due and owing Plaintiffs.

72. Pursuant to Labor Code sections 218.5, Plaintiff requests the Court to award him reasonable attorney's fees and costs incurred in this action.

73. Plaintiff also request all unpaid wages, Labor Code section 203 penalties and interest. The exact amount of actual wages and Labor Code section 203 penalties owed will not be fully ascertained until discovery is completed. Until Defendants produce the necessary documents for an accounting, Plaintiff is unable to determine the exact amount of wages and Labor Code section 203 penalties owed.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the Putative Class demand judgment against Defendants, and each of them, as follows:

1. For overtime, double-time, meal period, and rest period premium wages owed under California law according to proof;

2. For prejudgment interest pursuant to Labor Code sections 218.6 and 1194 and Civil Code sections 3288 and 3291 on all amounts claimed;

3. For attorney's fees and costs pursuant to Labor Code sections 218.5, 1194, and 2802(c);

4. For wages and penalties pursuant to Labor Code section 203.

5. For an equitable order/injunction, ordering Defendants to comply with California law and to pay all Putative Class members all wages and interest they are owed;

6. For an appointment of a receiver to perform an accounting of all monies owed to these employees;

7. For any and all injunctive relief this Court deems necessary pursuant to Business and Professions Code section 17203;

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1 8. For costs of suit; and

2 9. For any other and further relief that the Court considers just and proper.

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4 DATED: February 23, 2018

STRAUSS & STRAUSS, APC

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6 By: 

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8 Michael A. Strauss
9 Aris E. Karakalos
10 Andrew C. Ellison
11 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff Edgar Orozco hereby demands a trial by jury.

DATED: February 23, 2018

STRAUSS & STRAUSS, APC

By: 

Michael A. Strauss
Aris E. Karakalos
Andrew C. Ellison
Attorneys for Plaintiff